

## **TECHNICAL SERVICE AGREEMENT**

**Between: King County and City of Everett Drinking Water Laboratory**

**For: Lab Testing Services**

### **I. PURPOSE**

This Agreement is made and entered into by King County, Washington ("King County"), by and through its Water and Land Resources Division of the King County Department of Natural Resources and Parks ("WLRD") and City of Everett (the "Service Recipient") referred to singularly as "Party" and collectively as "Parties." This Agreement provides the terms under which King County will perform work for the Service Recipient as summarized in II A. below, and as more particularly described in the Scope of Work attached to this Agreement as Exhibit One and incorporated herein and made a part hereof.

### **I. TERMS**

#### **A. Description of service provided by King County**

Provide the sample collection and laboratory analytical services as described in Exhibit One.

#### **B. Administration**

1. Each Party shall appoint a representative to manage the provision of services under this Agreement. The name of each representative is provided in Exhibit One.
2. In the event that a dispute arises under this Agreement, it shall be referred for resolution to the Division Director of WLRD, or other representative as designated by WLRD, and a staff person designated by the Service Recipient. This provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

#### **C. Responsibilities**

1. King County shall perform the work described in Exhibit One.
2. The Service Recipient shall pay for the work described in Exhibit One up to \$5,000.00 and make payments in accordance with the terms of Section D. below.

#### **D. Billing and Payment**

1. The Service Recipient shall pay King County up to the amount stated in Section C.2 above, for actual costs incurred to perform work as described in Exhibit One.
2. King County shall include the charges billed to the Service Recipient on an itemized invoice and provide the invoice to the Service Recipient.
3. The Service Recipient will make payment to King County for invoiced amounts within sixty (60) days.
4. The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made for either Party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

**E. Effectiveness and Duration**

1. This Agreement is effective upon signature by both Parties and shall remain in effect until December 31, 2016, unless terminated as set forth in Section H. of this Agreement.
2. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
3. This Agreement is not assignable by either Party, either in whole or in part.
4. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

**F. Indemnification**

To the maximum extent allowable by law, the Service Recipient shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Service Recipient's own negligent acts or omissions in performing its obligations pursuant to this Agreement. To the maximum extent allowable by law, King County shall protect, defend, indemnify, and save harmless the Service Recipient, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions in performing its obligations pursuant to this Agreement. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnifications provided for in this Section F. shall survive the termination of this Agreement.

**G. Reporting obligation**

King County's sole reporting obligation under this Agreement is to provide the results of laboratory analytical services to the Service Recipient. The Parties agree that King County's reporting obligations do not extend to any third party, including any regulatory agency that may seek to obtain or require the results of laboratory analyses. The Parties further agree that any reporting obligations that may exist with regard to third parties, including regulatory agencies, shall remain solely the responsibility of the Service Recipient. King County shall have no liability for any failure to meet any existing reporting requirements and the Service Recipient

agrees to defend, indemnify and hold harmless King County for any damages, suits or claims by third parties related to the failure to report the results of the laboratory analyses.

**H. Termination**

Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**I. Counterparts**

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this 24<sup>th</sup> day of October, 2015.

**Approved as to Form**

This Agreement has been approved as to Form by the King County Prosecuting Attorney's Office as of October 24, 2011.

**King County:**

By: [Signature] 9-3-15  
Title: Department Director  
Department of Natural Resources and Parks

**Approved as to Form**

**Service Recipient:**

By: \_\_\_\_\_

By: \_\_\_\_\_

[Signature]

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Mayor

APPROVED AS TO FORM

[Signature]  
JAMES D. [Signature] City Attorney

ATTEST:

[Signature]  
City Clerk

## EXHIBIT ONE

### SCOPE OF WORK & BUDGET

**Project Purpose/Description:**

Lab analysis of water samples for algae toxins.

**Responsible Parties for this project**

For King County: **Responsible Parties for this project**

- For King County:  
 Fran Sweeney  
 King County Environmental Laboratory  
 322 West Ewing St  
 Seattle WA 98119-1507  
 206-477-7117
- For the Service Recipient:  
 Anna Thelen  
 City of Everett Environmental Laboratory  
 3200 Cedar St.  
 Everett WA, 98201

**Scope of Work**

TASK TITLE*	DESCRIPTION	PRODUCT TO BE DELIVERED	DATE OF COMPLETION	COST/ EVENT
Microcystin Analysis	Analysis by ELISA method.	Lab Analysis report	December 31, 2016	\$54.50
Microcystin Variants Analysis	Analysis by LC/MS-MS.	Lab Analysis report	December 31, 2016	\$136.25
Anatoxin-a Analysis	Analysis by LC/MS-MS.	Lab Analysis report	December 31, 2016	\$136.25
Cylindrospermopsin Analysis	Analysis by ELISA method.	Lab Analysis report	December 31, 2016	\$54.50
Saxitoxin Analysis	Analysis by ELISA method.	Lab Analysis report	December 31, 2016	\$54.50
Qualitative Identification genus.	Microscopic examination	Lab Analysis report	December 31, 2016	\$109.00

\*Analyses to be specified and charged on a sample by sample basis and may not include all the listed parameters.

- King County will provide cooler and sample bottles at no extra cost.
- Everett staff will collect, package and ship or transport the sample(s), using appropriate collection, chain of custody documentation and shipping techniques. Samples will be shipped on ice, with next-day delivery.
- Preliminary data for algae toxin testing will be available within 3 working days of delivery of samples to the lab. These results will be emailed to City of Everett Drinking Water Laboratory.
- The final lab analysis report will consist of a Comprehensive Data Report (standard laboratory analysis report) and a cover letter describing analytical anomalies, if any occurred. This file will be provided as a PDF within 14 calendar days of sample delivery.

**Budget Estimate**

Total estimated cost(s) for above task(s) is/ are as outlined below. City of Everett Drinking Water Laboratory will be billed on actual costs to perform tasks, not to exceed the budget amount in the Grand Total box for the cost(s) described in the budget table below.

**Budget Estimate Table**

Item	Basis	Total Estimated
City of Everett Algae Toxin Analysis	Frequency as needed, analyses TBD on sample by sample basis.	Not to exceed \$5,000.00
<b>GRAND TOTAL</b>		

*Agreement*

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

*#24*

**PROJECT TITLE:**

Technical Service  
Agreement with King  
County for drinking water  
laboratory testing services

\_\_\_\_ Briefing  
\_\_\_\_ Proposed Action  
\_\_\_\_ Consent  
\_\_\_\_ Action  
\_\_\_\_ First Reading  
\_\_\_\_ Second Reading  
\_\_\_\_ Third Reading  
\_\_\_\_ Public Hearing  
\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Anna Thelen

425-257-7726

October 14, 2015

Initialed by:

Department Head

CAA

Council President

*db*  
*AO*

**Location**

Water Filtration Plant

**Preceding Action**

None

**Attachments**

Technical Services  
Agreement

**Department(s) Approval**

Public Works

Amount Budgeted	\$5,000	
Expenditure Required	\$5,000	Account Number(s):401-5-200-121-646-410
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

This agreement with King County's Water and Land Resource Division laboratory provides for blue-green algae toxin testing and analysis of the City of Everett water supply on an as-needed basis. The contract amount will not exceed \$5,000.

Samples will be used to determine that no toxins are present and to promote consumer confidence in our drinking water in the event the water tastes 'off' and/or algae blooms are identified in either the City's reservoirs or other surface water.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign the Technical Services Agreement with King County for drinking water laboratory testing services in an amount not to exceed \$5,000.

*Council approved  
10-14-15 J.P.*